



CITY COUNCIL

AGENDA BILL # AB22-0062

**City of Algona
200 Washington Blvd.
Algona, WA 98001**

ITEM INFORMATION			
SUBJECT: South County Recycling and Transfer Station Utility Extension Agreement	Agenda Date: January 9th, 2023		
	Department/Committee/Individual	Created	Reviewed
	Mayor		
	City Administrator		
	City Attorney		x
	City Clerk		x
	Finance Dept		
	PW/Utilities		X
	Planning Dept		
	Community Services		
Cost Impact:	Police Dept		
Fund Source:	Finance Committee		
Timeline:	Planning Commission		
	Civil Service Committee		
Staff Contact: Russ Avery, Public Works Director			
Attachments: King County Agreement			
SUMMARY STATEMENT: This agreement is for the extension of utilities to the new transfer station location. Blueline will be providing details on this.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION:			
RECORD OF COUNCIL ACTION			
<i>Meeting Date:</i>	<i>Action:</i>	<i>Vote:</i>	

CITY OF ALGONA

UTILITY EXTENSION AGREEMENT

THIS UTILITY EXTENSION AGREEMENT (“Agreement”), is hereby made and entered into effective as of the date written below by and between the City of Algona, a municipal corporation, hereinafter referred to as "City", and King County, a municipal corporation, hereinafter referred to as "Developer":

Recitals

WHEREAS,

- A. The City provides water, sanitary sewer, and storm water management services within its corporate boundaries in accordance public utilities created therefor under Title 13 of the Algona Municipal Code (AMC).
- B. As of the date of this Agreement, above-named Developer owns the property located at 35101 West Valley Highway South, currently identified as Tax Assessor Parcel Nos. 3751601414, 3751601416, 3751601419, 3751601429, 3356407915, 3356407925, 3356407905, 3356407910, 3356407890, and legally described in **Exhibit “A”**, attached hereto and incorporated herein by this reference as if set forth in full (“Premises”).
- C. The Developer seeks to develop the Premises as a regional recycling and transfer station facility currently referred to as the South County Recycling and Transfer Station (“SCRTS”).
- D. The City and the Developer (each a “Party” and collectively, “Parties”) executed that certain *Agreement Between King County and the City of Algona Relating to Construction of New Transfer Station* effective December 5, 2017 (“Construction Agreement”) to establish various terms and conditions for Developer’s development of the SCRTS upon the Premises.
- E. On September 13, 2021, the Algona City Council passed Resolution No. 1236-21, approving Conditional Use Permit No. 2020.0076.CU0001 (“CUP”) authorizing, subject to various conditions, the Developer to develop the SCRTS.
- F. As a condition of developing the SCRTS, the Developer is required by both the Construction Agreement and the CUP to extend, improve or otherwise upgrade any off-site utility facilities necessary to serve the SCRTS project and/or the Premises.
- G. The Parties mutually desire to execute this Agreement in order to define the specific terms and conditions governing the funding, design, construction, installation, approval and conveyance of such utility facilities.

WHEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH HEREIN, AND OTHER CONSIDERATION THE RECEIPT AND

SUFFICIENCY OF WHICH ARE MUTUALLY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AND COVENANT AS FOLLOWS:

Terms

1. **Utility Improvements—Construction.** The Developer agrees to construct the water, sanitary sewer and storm water utility system extensions, additions, upgrades and improvements (collectively, “Utility Improvements” or “Improvements”), necessary to the serve the Premises and the SCRTS, specially including without limitation the Utility Improvements identified in **Exhibit “B”**, attached hereto and incorporated herein by this reference as if set forth in full. Following their construction, the Developer shall maintain such Utility Improvements until such time as the Improvements are conveyed to and accepted by the City as set forth below.
2. **Utility Improvements—Design and Construction Standards.** The Developer shall design and construct the Utility Improvements in conformance with all applicable standards as set forth in the Algona Municipal Code (AMC); the City's currently adopted Development Guidelines for Public Works Standards, as adopted together with any amendments thereto hereinafter made; and any and all applicable conditions of regulatory approval for the SCRTS project; and shall further conform with all applicable City comprehensive planning documents.
3. **Utility Improvements—Costs.** Except as other expressly provided by this Agreement, the Developer shall incur and pay all costs of completing the Utility Improvements, specifically including without limitation all costs of designing, engineering, permitting, constructing and installing such Improvements. Without limitation of the foregoing, any and all costs incurred by the City in reviewing the Developer’s plans for and/or inspecting the design, construction and installation of the Utility Improvements shall be invoiced to and promptly reimbursed by the Developer.
4. **Utility Improvements—Preconditions of Construction.** The Developer agrees that the construction of the Utility Improvements shall not commence until the following conditions have been fulfilled:
 - a. The Developer shall furnish the City with four (4) sets of detailed plans for the Utility Improvements, or additions thereto, at the Developer's own expense, prepared by a qualified engineer currently licensed in the State of Washington.
 - b. The above plans shall require the review and approval by the City and the City Engineer, and the cost of such review shall be at the Developer's own expense.
 - c. Minimum requirements for all plans, or additions thereto, submitted to the City for review are given on the plan checklist in the Development Guidelines for Public Works Standards.
 - d. All applicable permits, licenses and other regulatory approvals for the Utility Improvements have been obtained. Such approvals may include, but are not limited to, Right-of-Way Permits, Fill and Grade Permits, and Stormwater

Permits (issued by the Department of Ecology for fill and grade activities on sites larger than 1 acre).

- e. Construction requirements in addition to the City's standards and details for developer extensions, as adopted, are as follows:
 - (1) All streets and/or roadways shall be graded to a minimum of two (2) feet above the crown of utility lines before installation of the Utility Improvements, unless otherwise approved by the City Engineer.
 - (2) All lots shall be fully staked to assist all parties involved in the proper location of utility services. All survey staking shall be performed in accordance with the City of Algona Public Works Standards, as applicable.
 - (3) All contractors and subcontractors shall have a current Washington State Contractors License on file with the City.
 - (4) The Developer's proposed Improvements, or additions thereto, shall not be connected to the City's utility system(s) until authorized by the City, and such connections shall be performed only under the supervision and approval of the City.
- f. The Developer shall secure and obtain, at the Developer's sole cost and expense, any and all easements, licenses, franchises and/or other real property interests necessary to construct, install and permanently operate the Utility Improvements, and such real property interests shall be conveyed to the City through instruments approved by the City Attorney.

5. **Indemnification.** The Developer shall indemnify, defend and hold harmless the City, its officers, officials, and employees from and against any and all claims, losses, costs, suits and causes of action, including attorneys' fees, for any injury, damage, loss or expense arising out of or otherwise resulting from the design, engineering, construction and installation of the Utility Improvements and from any breach or violation of this Agreement by the Developer.

Without limitation of or prejudice to the foregoing, the Developer shall include a provision in each contract the Developer executes for the performance of any work involving or otherwise related to the design, construction and/or installation of the Utility Improvements requiring the Developer's contractors and consultants to: (i) indemnify, defend and hold harmless the City, its officers, officials, and employees from and against any and all claims, losses, costs, suits and causes of action, including attorneys' fees, for any injury, damage, loss or expense arising out of or otherwise resulting from the work of such contractor or consultant; and (ii) list the City as an Additional Insured on the contractor or consultant's insurance policies.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Developer and the City, its officers, officials, employees, and volunteers, the Developer's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Developer's negligence.

It is further agreed and mutually negotiated that in any and all claims against the City or any of its agents or employees by any employee of the Developer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor or subcontractor under Workman's Compensation Acts, disability benefits acts or other employees' benefit acts. The City and the Developer agree that all third-party claims for damages against the City for which the Developer's insurance carrier does not accept defense of the City may be tendered by the City by the Developer who shall, if so tendered by the City, accept and undertake to defend or settle with the Claimant. The City retains the right to approve claim investigation and counsel assigned to said claim and all investigation and legal work product regarding said claim shall be performed under a fiduciary relationship to the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

6. **Risk of Loss.** The Developer shall be solely responsible for the safety of its employees, agents, contractors and subcontractors in the performance of this Agreement, including without limitation the design, construction, and installation of the Utility Improvements, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Developer's own risk, and the Developer shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
7. **Existing Utility Facilities.** The Developer shall comply fully with the marking, notification and other provisions of RCW 19.122.030, as applicable, prior to any excavation. In the event the Developer in its operation damages or disrupts any existing improvements, including without limitation any existing utility facilities, the repairs shall be made at the Developer's sole expense. In the event such improvements are so damaged, or the service provided thereby disrupted, and the Developer fails or is unable to immediately restore the service, then the owners of the improvements may cause the repairs to be made by others and all costs for the same shall be at the Developer's own expense.

Where the construction crosses or is adjacent to existing utilities, the Developer shall exercise extreme care to protect such utilities from damage.

If any damage is done to an existing utility, the Developer shall immediately notify the utility company involved, which will dispatch a crew to repair the damage at the Developer's expense. All costs for the same shall be at the Developer's own expense.

The Developer shall be aware that some existing City-owned facilities may contain asbestos cement pipe. The Developer shall conduct all work related to existing asbestos cement pipe in strict accordance with current WISHA safety regulations and provisions contained within WAC 296-62-077. All costs related to work in compliance with established rules and regulations shall be the responsibility of the Developer. Demolition of existing asbestos cement pipe, if required, will be permitted only after the proper permits are obtained from the Puget Sound Air

Pollution Control Agency. The Developer shall be responsible for all associated fees and permits required for asbestos removal and disposal. Work crews shall be provided with proper protective clothing and equipment. Hand tools shall be used, and the asbestos cement pipe shall be scored and broken in lieu of the sawing or other methods, which release fibers into the atmosphere. Waste asbestos pipe shall be buried in the trench. Asbestos pipe to be abandoned in place shall not be disturbed, except as noted herein, and shall remain in its original position.

The Developer is cautioned that not all existing drainage systems located in Algona, whether open ditch, buried pipe, or drainage structures, are on record. It shall be the sole responsibility of the Developer to repair or replace all such systems found during construction, which are damaged or altered by the Developer's construction in any manner, to the reasonable satisfaction of the City.

Where the Developer is uses private property adjacent to the work, the property so used shall be returned to its original or superior condition. The Developer shall make all necessary arrangements and secure all permissions in advance with such property owners, to ensure that no conflicts will ensue after the property is restored as described above. The Developer will be required to furnish the City with a written release from said private property owners, if so requested by the City.

8. **Utility Improvements—City Supervision.** The construction and installation of the Utility Improvements shall be supervised by the City in such a manner and at such times as the City deems reasonably necessary to assure that construction of the Improvements will conform with the above-mentioned plans and specifications and City standards. The Developer agrees to allow such inspections and agrees to cooperate by providing reasonable advance notice on its construction schedule during the various construction phases as requested by the City. The Developer further agrees to reimburse the City for all engineering fees and expenses incurred by the City for such supervision. Provided, that the City's supervision or inspection pursuant to this section shall not in any manner be deemed to reduce, abridge, limit or otherwise alter the Developer's responsibilities, obligations and liabilities under this Agreement.
9. **Utility Improvements—Acceptance Preconditions.** The Utility Improvements shall not be accepted for City ownership, operation, service and use until the same have been fully inspected and approved by the City, and the following requirements have been performed:
 - a. Submit to the City in Auto-CADD format, latest revision, the computer file supplied on a compact disc (CD) accompanied by the original "fixed line" mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The Developer's Engineer shall certify the accuracy of the record drawings and shall affix his/her seal and signature.
 - b. Payment of all permit fees and equivalent assessment charges and any other applicable City fees, assessments and charges.
 - c. Payment of all plan check and inspection fees and related fees.

- d. Prepare and furnish the required easements and/or other property interests in accordance with City's standard form and furnish same to the City for approval by the City Attorney, along with the necessary recording fees.
 - e. Furnish the City with an affidavit warranting there are no liens against the Improvements, in the form prescribed by the City.
 - f. Furnish the City with a Bill of Sale conveying the Utility Improvements to the City, which shall include a two-year guarantee that the conveyed systems or improvements or additions thereto shall be free of defects in labor and materials. The form of such Bill of Sale shall be as prescribed by the City.
 - g. Payment of all applicable bills, invoices, fees, etc.
10. **Utility Improvements—Acceptance.** Upon the Developer performing all applicable requirements, including those as set forth in Section 9 above, the City shall accept ownership of the Utility Improvements and shall thereafter be responsible for operation and maintenance of such Improvement as part of the City's utility system(s).
 11. **Utility Improvements—Repairs.** In the event any repairs to the Utility Improvement are required during the applicable warranty period, the City agrees, whenever feasible, to provide the Developer with reasonable notice before directly undertaking such repairs. The City reserves the right, however, to effect emergency repairs as deemed reasonably necessary by the City in its sole discretion. The City shall invoice and be reimbursed by the Developer for all costs thereof.
 12. **Latecomers Agreement.** Nothing in this Agreement shall be construed as waiving or otherwise limiting the Developer's ability to utilize a latecomers agreement pursuant to Chapter 35.91 RCW, AMC 13.02.230, AMC 13.48.040 or AMC 13.48.050, as applicable, for the purpose of seeking partial reimbursement for the costs of the Utility Improvements.
 13. **Severability.** If any sentence, section or clause of this Agreement is invalidated by a court or tribunal of competent jurisdiction, such invalidation shall not affect the validity of the remaining provisions hereof.
 14. **Counterparts.** This Agreement may be signed in counterparts.
 15. **Resolution of Disputes; Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this Agreement, including any question regarding its existence, enforceability, interpretation, or validity, the Parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversarial proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the Parties may resort to litigation. The exclusive venue for any litigation arising out this Agreement shall be the King County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

deed, for the uses and purposes therein mentioned, and acknowledged that he/she had the legal authority to execute said agreement on behalf of the "Developer".

WITNESS my hand and official seal affixed the day and year first above written.

(INDIVIDUAL)

Notary Public in and for the State
of Washington, residing at _____

BY CITY OF ALGONA: _____

Printed Name

Signature

Date

State of Washington)
) ss.
County of King)

On this _____ day of _____, 20 __, before, me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and acknowledged that he/she had the legal authority to execute said agreement on behalf of the "City".

WITNESS my hand and official seal affixed the day and year first above written.

(INDIVIDUAL)

Notary Public in and for the State
of Washington, residing at _____

ATTEST AND AUTHENTICATED:

By: _____
City Clerk

CITY OF ALGONA
UTILITY EXTENSION AGREEMENT

EXHIBIT "A"

PROJECT NAME: South County Recycling and Transfer Station (SCRTS)

DEVELOPER: King County Solid Waste Division

LEGAL DESCRIPTION:

SCRTS-ORIGINAL PARCEL DESCRIPTIONS

TAX PARCEL 375160-1414

(PER STEWART TITLE GUARANTY COMPANY GUARANTEE NO. G-6329-000008481 DATED MARCH 10, 2022, AT 8:00 AM)

LOT 6, BLOCK 39 JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;
TOGETHER WITH THAT PORTION OF 59TH AVENUE SOUTH AS VACATED UNDER CITY OF ALGONA ORDINANCE NO. 3630 AND RECORDED UNDER RECORDING NO. 8702100441, WHICH ATTACHED BY OPERATION OF LAW;
AND TOGETHER WITH THAT PORTION OF 59TH AVENUE SOUTH AS VACATED UNDER CITY OF ALGONA ORDINANCE NO. 435 AND RECORDED UNDER RECORDING NO. 8202090559 AND AMENDED BY CITY OF ALGONA ORDINANCE NO. 466 RECORDED UNDER RECORDING NO. 8501300633, WHICH ATTACHED BY OPERATION OF LAW;
AND TOGETHER WITH THOSE PORTIONS OF IOWA DRIVE AS VACATED UNDER CITY OF AUBURN ORDINANCE NO. 6008 AND RECORDED UNDER RECORDING NO. 20060406000310, WHICH ATTACHED BY OPERATION OF LAW.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 375160-1416

(PER STEWART TITLE GUARANTY COMPANY GUARANTEE NO. G-6329-000008482 DATED MARCH 10, 2022, AT 8:00 AM)

LOT 7, BLOCK 39 JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 375160-1419

(PER STEWART TITLE GUARANTY COMPANY GUARANTEE NO. G-6329-000008485 DATED MARCH 10, 2022, AT 8:00 AM)

LOT 8, BLOCK 39, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

[TAX PARCEL 375160-1429](#)

(PER STEWART TITLE GUARANTY COMPANY GUARANTEE NO. G-6329-000008486 DATED MARCH 10, 2022, AT 8:00 AM)

THE EASTERLY 369 FEET OF LOTS 9 THROUGH 13, INCLUSIVE, BLOCK 39, JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, IN KING COUNTY, WASHINGTON;
(ALSO KNOWN AS LOT E OF KING COUNTY BOUNDARY LINE ADJUSTMENT NO. S92L009R), RECORDED UNDER RECORDING NO. 9208271740.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

[TAX PARCEL 335640-7890](#)

(PER STEWART TITLE GUARANTY COMPANY GUARANTEE NO. G-6329-000008483 DATED MARCH 10, 2022, AT 8:00 AM)

LOTS 1 AND 2, BLOCK 126, C.D. HILLMAN'S PACIFIC ADDITION TO THE CITY OF SEATTLE DIV. NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

[TAX PARCEL 335640-7910](#)

(PER STEWART TITLE GUARANTY COMPANY GUARANTEE NO. G-6329-000008483 DATED MARCH 10, 2022, AT 8:00 AM)

LOT 2, BLOCK 127, C.D. HILLMAN'S PACIFIC ADDITION TO THE CITY OF SEATTLE DIV. NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

[TAX PARCEL 335640-7905](#)

(PER STEWART TITLE GUARANTY COMPANY GUARANTEE NO. G-6329-000008488 DATED MARCH 10, 2022, AT 8:00 AM)

LOT 1, BLOCK 127, C.D. HILLMAN'S PACIFIC ADDITION TO THE CITY OF SEATTLE DIV. NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 335640-7915

(PER STEWART TITLE GUARANTY COMPANY GUARANTEE NO. G-6329-000008490 DATED MARCH 10, 2022, AT 8:00 AM)

LOTS 1 AND 2, BLOCK 128, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE, DIV. NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF SAID LOT 2, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2;
THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT, 150 FEET;
THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE, 150 FEET;
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT, TO THE EASTERLY LINE OF SAID LOT;
THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE PLACE OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL 335640-7925

(PER STEWART TITLE GUARANTY COMPANY GUARANTEE NO. G-6329-000008489 DATED MARCH 10, 2022, AT 8:00 AM)

THAT PORTION OF LOT 2, BLOCK 128, C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE, DIV. NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2;
THENCE WEST, ALONG THE SOUTH LINE OF SAID LOT, 150 FEET;
THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE, 150 FEET;
THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT, TO THE EASTERLY LINE OF SAID LOT;
THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE PLACE OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

RIGHT-OF-WAY DEDICATION-WEST VALLEY HWY S.

(PER CITY OF ALGONA ORD. NO. 22-XXXX,
REC. NO. 2022XXXXXXXXXXXX)

THAT PORTION OF LOT 1 AND LOT 2, BLOCK 127, AND ABUTTING VACATED 8TH AVE NORTH LOCATED WITHIN C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 30, RECORDS OF THE KING COUNTY RECORDER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER COMMON TO BOTH LOT 1 AND LOT 2 OF SAID BLOCK 127, ON THE WESTERLY RIGHT-OF-WAY MARGIN OF DETROIT BOULEVARD AS SHOWN ON THE RECORD OF SURVEY BY KING COUNTY ROAD SERVICES DIVISION FILED UNDER RECORDING NUMBER 20120619900001; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN, SOUTH 07°58'25" WEST 123.08 FEET TO THE INTERSECTION WITH A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 800.00 FEET, THE CENTER OF WHICH BEARS NORTH 86°02'07" WEST; THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°54'27" AN ARC DISTANCE OF 166.26 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY MARGIN OF SAID DETROIT BOULEVARD AT A POINT THAT IS 4.04 FEET NORTHWESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 127; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN OF DETROIT BOULEVARD WITHIN VACATED 8TH AVE NORTH AND SAID BLOCK 127, SOUTH 12°44'35" EST 198.38 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN THE CITY OF ALGONA, COUNTY OF KING, STATE OF WASHINGTON.

ROAD VACATION DESCRIPTION(PER CITY OF ALGONA ORD. NO. 22-XXXX, REC. NO. 2022XXXXXXXXXXXX)

PORTIONS OF THOSE CERTAIN STREETS LYING WITHIN THE PLAT OF C.D. HILLMAN'S PACIFIC CITY ADDITION TO THE CITY OF SEATTLE DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 30, RECORDS OF THE KING COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF 7TH AVENUE(NORTH) LYING BETWEEN BLOCK 126 AND BLOCK 127 OF SAID PLAT;

ALL OF 8TH AVENUE(NORTH) LYING BETWEEN BLOCK 127 AND BLOCK 128 OF SAID PLAT;

TOGETHER WITH ALL OF 9TH AVENUE(NORTH) IN JOVITA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 12, RECORDS OF THE KING COUNTY RECORDER LYING SOUTH AND WEST OF THE SOUTHEASTERLY EXTENSION OF IOWA DRIVE;

ALSO, TOGETHER WITH ALL OF 59TH AVENUE SOUTH LYING WITHIN SAID PLATS AND NORTH OF LOT 13, BLOCK 39 OF SAID PLAT OF JOVITA HEIGHTS AND SOUTH OF THE NORTHERLY MARGIN OF 9TH AVENUE(NORTH) THEREOF.
SITUATE IN THE WEST HALF OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER, BOTH IN SECTION 23, TOWNSHIP 21 NORTH, RANGE 4

CITY OF ALGONA

UTILITY EXTENSION AGREEMENT

EXHIBIT "B"

1. SANITARY SEWER

1.1. EXISTING SEWER SYSTEM

The existing sanitary sewer system in the project vicinity is owned and maintained by the City of Algona (COA). The proposed South County Recycling and Transfer Station (SCRTS) sanitary sewer service is an 8-inch gravity sewer line that conveys flows north of the site. This 8-inch gravity sewer line terminates, by gravity, in the Metro trunk line at the intersection of 11th Avenue North and Celery Avenue.

1.2. ON-SITE SEWER SYSTEM

The sewer discharge from the site has been estimated based on water use records at the Factoria and Shoreline Recycling and Transfer Stations. The primary sources for sewer include the following:

- Administration building, which has showers, bathroom facilities, lunchroom, and general water service for the Transfer Station Operators (TSOs).
- Scalehouse which has a restroom, dishwasher, sink, and mop cleaning basin.
- Moderate Risk Waste (MRW) facility which has a restroom, dishwasher, sink, and mop cleaning basin. These fixtures will drain through the site sanitary sewer system. The MRW facility also has a floor drain to accommodate site sprinkler flow and the emergency shower and eye wash station (ESEW) in the staging area. Discharges from the MRW facility from sprinkler flow and the ESEW are anticipated to be infrequent and small in nature. Flows from operational areas will be contained and tested independently from all other site flows. The MRW facility has a trench drain to collect wash-down water in the loading/unloading covered area. The trench drain will discharge directly to a containment vault. The containment vault will allow for testing of the industrial wastewater prior to collection and transport off-site. This vault does not discharge to the COA sewer system.
- Fueling facility will have a covered and contained pad that will include a normally closed valve. Upon inspection, valve can be opened to release water which drains to the sewer and discharges from the fueling facility will be small and sporadic.
- Transfer building which will consist of trench drains at the loading/unloading areas, trench drains at entrances/exits of the building and trenches within the compactor bays and open top loadout. These

drains will capture wash-down water that discharges to the sewer and will consist of a couple of hoses for short duration use, misting or rinsing of the floor, and discharge into the industrial wastewater system.

- Operations support area will have trench drains to collect any washdown when necessary and discharge into the industrial wastewater system.
- Recycling area will have catch basins to catch surface water that may have been in contact with waste and is considered leachate which will route towards on-site industrial wastewater treatment.
- Tarping area will have catch basins to catch surface water in the zones where commercial vehicles detarp to collect leachate. This will route towards on-site industrial wastewater treatment.
- Trailer yard will include a valve to switch between storm drain and sewer discharge. The trailer yard typically will be used to store empty trailers and will therefore typically convey liquids to the storm drain system. However, to satisfy LOS criteria, trailers may need to be filled with MSW and parked in the trailer yard in emergency situations. A valve will be included to switch from the storm drain system to sewer in the instance that full trailers are parked in the trailer yard. The parking area shall be swept, and the downstream stormwater system flushed prior to restoring connectivity to the storm system.
- Hot load pad which will have infrequent use to douse truck loads which have caught on fire. Sewer discharge will consist of hose flows to containment, grit, and oil water separators (OWS) similar in nature to the other listed industrial wastewater processes. Sewer discharge will be continuous or batch discharge during non-peak sewer flow conditions.
- Driver break room will have a floor drain, mop sink, and two restrooms for periodic use. The building is not expected to have full-time occupancy.

1.3. OFF-SITE SEWER SYSTEM

The existing 8-inch sewer main along 11th Avenue North does not meet the minimum sanitary sewer slope requirements set by COA or Ecology, nor provide adequate sewer discharge capacity, and will require improvements. A new 12-inch sewer main shall be constructed and installed from the far west end of 11th Avenue North to the intersection of 11th Avenue North and Celery Avenue to provide improved flow characteristics and mitigate the substandard gradient.

2. WATER

2.1. EXISTING WATER SYSTEM

The potable water system that will service SCRSTS is owned and operated by COA and is hydraulically linked to the City of Auburn. Fire flow demands of

SCRTS dictate the magnitude of public water system upgrades and on-site demand measures. The water and fire flow demand of SCRSTS are within expected usage for an industrial site and planning purposes.

An existing 8-inch water main terminates at West Valley Highway South and 6th Avenue North and serves the City of Algona Transfer Station (ATS). At the north side of the SCRSTS, another 8-inch water main extends from the north to the intersection of West Valley Highway South and Iowa Drive. At this point, the water main splits: an 8-inch branch extends northwest along the Iowa Drive right-of-way and the other branch transitions to a 6-inch main that extends south to the 8th Avenue North right-of-way and turns east under SR 167 to join a 12-inch main at the intersection of 8th Avenue North and Main Street.

The following sources of information were used to develop the Updated Utilities Assessment Report (HDR 2020) and the KC SCRSTS Hydraulic Modeling Technical Memorandum (HDR 2021):

- West Valley Highway Property Utility Availability Analysis (KPG 2014)
- City water model (EPANET) including static water pressure
- Fire flow testing of existing nearby hydrants (September 12, 2022)

2.2. ON-SITE WATER SYSTEM

In order to accommodate the fire suppression system on-site, King County will install a new 12-inch-diameter fire water service that will extend on-site to a double check detector system and supply an on-site fire pump. The fire pump will supply water to an on-site fire loop serving fire hydrants and all building fire suppression systems. A 6-inch-diameter domestic water service, with respectively sized double check detector system and meter, will run parallel to the fire water main to provide water service not covered by the fire water service. The on-site domestic water line will not be looped. One domestic main will extend northwest to the top of the site, and another domestic main will extend southeast to the lower portion of the site. Pressure regulation and check valve vaults will be installed on both mains to balance water throughout the system.

2.3. OFF-SITE WATER SYSTEM

The existing water system does not have full flow or pressure availability for the project without infrastructure improvements to the existing water network. To provide adequate flow and pressure to SCRSTS, King County will construct a new 12-inch water main water system installed in West Valley Highway South to replace the existing 8-inch water main. The line will connect the 8-inch main at West Valley Highway South and 6th Avenue North and the 8-inch main at West Valley Highway South and Iowa Drive. This connection will add capacity and allow water to flow to SCRSTS from both the south and the north network areas.

3. STORMWATER

3.1. EXISTING STORMWATER SYSTEM

3.1.1. ON-SITE

In general, surface and groundwater flow across the site from the west to the east. The western portion of the property is a forested hillside with the exception of a cleared section on the southern end of the site. This cleared section is mitigated with contoured, intermittent terraces that step up the hill slope. It has existing finger drains that convey groundwater to the bottom of the slope or to Tributary 09.0054A.

Tributary 09.0054A originates northwest of the site and drains approximately 150 acres. It enters the site from the west and flows down the steep forested slope to a 24-inch culvert that discharges to Wetland A on-site. It then flows east through Wetland A, is conveyed off-site through a 30-inch culvert at the eastern edge of the property and enters the existing storm network along the western side of West Valley Highway South.

The northeastern portion of the site has numerous swales that convey runoff to an existing pond along the eastern edge of the property, just south of Iowa Drive. The pond discharges off-site through a 12-inch culvert pipe, entering the same storm network as Tributary 09.0054A, along the western side of West Valley Highway South.

3.1.2. OFF-SITE

The southern segment of the existing West Valley Highway South roadway within the project limits is generally crowned. Surface runoff from the eastern portion of this crown sheet flows to the east into Wetland C, a vegetated green area and ditch between West Valley Highway South and SR 167. Surface runoff from the western portion of the crown enters the existing storm network and discharges to a low point located approximately 100 feet north of Broadway Boulevard. From there it is conveyed through an existing pipe crossing under West Valley Highway South and discharges into Wetland C.

The northern segment of the existing West Valley Highway South roadway within the project limits is also generally crowned. Surface runoff from the eastern portion of this crown sheet flows to the east into Wetland C. Surface runoff from the western portion of the crown (as well as on-site runoffs conveyed through a 30-inch and 12-inch culvert pipe) enters the existing storm network along the western side of West Valley Highway South. This storm network conveys runoff to a manhole just south of Iowa Drive, through an existing pipe crossing under West Valley Highway

South, and discharges into Algona Creek Tributary 09.0054A on the eastern side of West Valley Highway South.

Drainage in the Wetland C area flows northward to join Algona Creek Tributary 09.0054A, which then flows northward beyond the project limits, between West Valley Highway South and SR 167.

3.2. ON-SITE STORMWATER SYSTEM

Overall, the on-site surface water management system to be constructed by King County includes:

- Integration of runoff volume reduction including rainwater harvest and reuse cisterns.
- Installation of conveyance facilities, including storm pipes and storm drain structures.
- Construction of water quality treatment facilities providing enhanced water quality treatment.
- Construction of Coalescing Plate Oil Water Separator units and a Filterra unit to provide oil control for the northern portion of the site. Another Coalescing Plate Oil Water Separator is provided south of the scales to provide oil control for runoff from the scales.
- Construction of permanent detention vaults with flow-controlled outlets to meet the flow control performance standard. Stormwater discharges shall match developed discharge durations to historic predeveloped durations for the range of predeveloped durations rates from 50 percent of the 2-year peak flow up to the full 50-year peak flow.
- Installation of new outfalls and conveyance system connections to discharge detained and treated runoff off-site.

On-site stormwater runoff will be conveyed to one of three flow control detention/treatment systems on-site (South A detention vault, South B detention vault, and North detention vault). Stormwater runoff will then be conveyed off-site by:

- Discharging from South A detention vault to the new COA storm drain system on West Valley Highway South
- Discharging from South B detention vault to the new COA storm drain system on West Valley Highway South
- Discharging from North detention vault to the realigned Algona Creek Tributary 09.0054A upstream of the proposed West Valley Highway South fish passage culvert.

3.3. OFF-SITE STORMWATER SYSTEM

Overall, the off-site surface water management system includes the following as shown on the plans approved by the City of Algona:

- Installation of conveyance facilities, including storm pipes and storm drain structures.
- Construction of water quality treatment facilities providing enhanced water quality treatment.
- Installation of new conveyance system connections and improvements at existing outfall locations to discharge detained and treated runoff off-site.

The runoff from the southern portion of West Valley Highway South roadway and new sidewalk runoff outfalls to Wetland C near Broadway Boulevard. The runoff from a portion of West Valley Highway South roadway is directed to a water quality treatment facility on the eastern edge of the roadway near Broadway Boulevard before out falling to Wetland C. A majority of the West Valley Highway South roadway and new sidewalk from the high point will flow north and outfall to the realigned Algona Creek Tributary 09.5004A on the east side of the roadway. Runoff from Iowa Drive is collected and directed to the realigned creek as well. Drainage in the Wetland C area flows northward to join Algona Creek Tributary 09.0054A, which then flows northward beyond the project limits, between West Valley Highway South and SR 167.

